

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																										
NATURE OF CONVEYANCE:	SECURITY INTEREST																																										
CONVEYING PARTY DATA																																											
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CH \$340.00 2171302

CORRESPONDENCE DATA

Fax Number: (214)661-4899

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 214.953.6818

Email: daltmdept@bakerbotts.com

Correspondent Name: Valerie Verret

Address Line 1: 2001 Ross Avenue

Address Line 4: Dallas, TEXAS 76006

NAME OF SUBMITTER:	Valerie Verret
Signature:	/Valerie Verret/
Date:	04/11/2005

Total Attachments: 5

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GRANT OF SECOND LIEN TRADEMARK SECURITY INTEREST

WHEREAS, BURT'S BEES, INC., a Delaware corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Grantor, has entered into a Note Purchase Agreement dated as of March 29, 2005 (said Note Purchase Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Note Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Note Agreement from time to time, the "**Note Holders**"), pursuant to which Grantor has issued its Second Lien Senior Secured Notes Due 2012 in the original aggregate principal amount of \$25,000,000; and

WHEREAS, the Grantor has entered into an Amended and Restated Credit Agreement dated as of March 29, 2005 (said Amended and Restated Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Credit Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), Canadian Imperial Bank of Commerce, as Administrative Agent for the Lenders (in such capacity, the "**Senior Agent**"), and the other Agents named therein pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to the Grantor; and

WHEREAS, in connection with the transactions contemplated by the Credit Agreement, the Grantor has executed an Amended and Restated Security Agreement dated as of March 29, 2005, in favor of Senior Agent; and

WHEREAS, in connection with the transactions contemplated by the Credit Agreement, the Grantor has executed a Grant of Trademark Security Interest dated as of November 7, 2003, in favor of Senior Agent; and

WHEREAS, in connection with the transactions contemplated by the Note Agreement, the Note Holders have entered into a Collateral Agency Agreement dated as of March 29, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "**Collateral Agency Agreement**") with U.S. Bank National Association, as Collateral Agent for and representative of the Note Holders (in such capacity, "**Secured Party**"); and

WHEREAS, in connection with the transactions contemplated by the Note Agreement and the Credit Agreement, the Secured Party, the Note Holders, the Senior Agent, and others have entered into an Intercreditor Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "**Intercreditor Agreement**"), pursuant to which the parties thereto have agreed to certain priorities with respect to the Collateral (as defined below) between the Secured Party, for the benefit of the Note Holders, on the one hand, and the Senior Agent, for the benefit of the lenders under the Credit Agreement, on the other hand; and

WHEREAS, the parties intend that this Grant of Trademark Security Interest shall not limit or impair in any way the priority of any security interests and liens held by Senior Agent for the benefit of the Lenders against any assets of Grantors in connection with the Credit Agreement, and that the rights and remedies of Secured Party hereunder shall be subject to the terms of the Intercreditor Agreement; and

WHEREAS, pursuant to the terms of a Second Lien Security Agreement dated as of March 29, 2005 (said Second Lien Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the **"Security Agreement"**), among Grantor, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and subject to the terms and conditions of the Intercreditor Agreement and Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the **"Trademark Collateral"**): all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the **"Trademarks"**), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith.

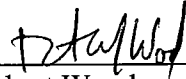
Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

To the extent any provision of this Grant of Trademark Security Interest irreconcilably conflicts with a provision in the Note Agreement, the Collateral Agency Agreement or the Security Agreement, the applicable provision in the Note Agreement, the Collateral Agency Agreement or the Security Agreement, as the case may be, shall govern.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the ____ day of March, 2005.

BURT'S BEES, INC.

By: 
Name: Robert Wood
Title: Chief Financial Officer

Grant of Trademark Security Interest
to Security Agreement

TRADEMARK
REEL: 003064 FRAME: 0109

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

U.S. Trademarks:

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Burt's Bees, Inc.	BURT'S BEES (word mark)	2171302	7/7/98
Burt's Bees, Inc.	BURT'S BEESWAX (word mark)	2240715	4/20/99
Burt's Bees, Inc.	BURT'S BEESWAX (design mark)	2240716	4/20/99
Burt's Bees, Inc.	BURT'S BEESWAX (design mark)	2244611	5/11/99
Burt's Bees, Inc.	BURT'S (word mark)	2171300	7/7/98
Burt's Bees, Inc.	BABY BEE (word mark)	2169521	6/30/98
Burt's Bees, Inc.	BABY BEE (design mark)	2173051	7/14/98
Burt's Bees, Inc.	FARMER'S MARKET (word mark)	2146503	3/24/98
Burt's Bees, Inc.	FARMER'S FRIEND (word mark)	1794609	9/28/93
Burt's Bees, Inc.	FARMER'S FRIEND (design mark)	2180582	8/11/98
Burt's Bees, Inc.	FARMER'S FRIEND (design mark)	2197762	10/20/98
Burt's Bees, Inc.	GREEN GODDESS (word mark)	2185820	9/1/98
Burt's Bees, Inc.	KITCHEN CUPBOARD (word mark)	2165826	6/16/98
Burt's Bees, Inc.	WINGS OF LOVE (word mark)	2269884	8/10/99
Burt's Bees, Inc.	WISE WOMAN (word mark)	2180568	8/11/98
Burt's Bees, Inc.	FURRY FRIENDS (word mark)	2178272	8/4/98

With respect to the foregoing registered trademarks, the following are no longer used or maintained by the Company: Farmer's Market, Farmer's Friend, Green Goddess, Kitchen Cupboard, Wise Woman and Furry Friends.

U.S. Trademark Applications:

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Application Number</u>	<u>Application Date</u>
None			

Foreign Trademarks:

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None			

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<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Application Number</u>	<u>Application Date</u>
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Common Law Trademark